

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Jean-Sylvain COMARMOND

Application No.: 10/581,749

Filed: July 3, 2006

Docket No.: 128155

For: DEVICE FOR ASSEMBLING THE CASING AND THE BODY OF A HYDRAULIC
ROCK-BREAKER

**TRANSMITTAL OF POWER OF ATTORNEY AND
STATEMENT UNDER 37 CFR § 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Power of Attorney from the Assignee.

In compliance with 37 CFR §3.73(b), the undersigned hereby states that MONTABERT is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventor of the patent application identified above. A copy of the assignment is attached hereto and is concurrently being submitted for recordation.

The undersigned is authorized to act on behalf of the assignee.

In accordance with 37 CFR §1.36(a), submission of this Power of Attorney revokes any powers of attorney previously given.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD
BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE
(703) 836-6400.**

Respectfully submitted,



William P. Berridge
Registration No. 30,024

Tarik M. Nabi
Registration No. 55,478

WPB:TMN/nxy

Date: July 3, 2006

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

GENERAL POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Owner Name: MONTABERT S.A.

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all patents and patent applications in which this General Power of Attorney is filed, and all continuations and divisions thereof, owned in whole or in part by the above-named owner, and to transact all business in the Patent and Trademark Office.

The undersigned is authorized to execute this document as or on behalf of the owner.

**ALL CORRESPONDENCE SHOULD BE SENT TO OLIFF & BERRIDGE, PLC,
CUSTOMER NO. 25944, TELEPHONE (703) 836-6400.**

30th August 2004
Date

B. Piras
Signature

Typed Name: Bernard Piras

Title: Director of Engineering
(if acting on behalf of an Owner)

ASSIGNMENT

(1-8) **Insert Name(s) of Inventor(s)**

(1) Jean-Sylvain COMARMOND (5) _____

(2) _____ (6) _____

(3) _____ (7) _____

(4) _____ (8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) **Insert Name of Assignee** (9) MONTABERT

(10) **Insert Address of Assignee** (10) 203 route de Grenoble, 69800 SAINT PRIEST, France

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) **Insert Identification such as Title, Case Number, or Foreign Application Number** (11) DEVICE FOR ASSEMBLING THE CASING AND THE BODY OF A HYDRAULIC ROCK-BREAKER

(Attorney Docket No. 128155)

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) **Insert Date of Signing of Application** (12) on _____

(13) **Alternative Identification for filed applications** (13) U.S. application Serial Number 10/581,749

filed June 6, 2006

- 1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.
- 2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- 3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- 4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.
- 5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.
- 6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

| | |
|------------------------|--|
| Date <u>19/06/2006</u> | Inventor Signature <u>[Signature]</u> (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |
| Date _____ | Inventor Signature _____ (SEAL) |

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

| | |
|--------------------------|------------------------------|
| Date <u>19 June 2006</u> | Witness <u>[Signature]</u> |
| Date <u>19 JUNE 2006</u> | Witness <u>Bernard CADET</u> |